

EXHIBIT B

PACHULSKI

STANG

E ZIEHL
JONES

LAW OFFICES
LIMITED LIABILITY PARTNERSHIP
SAN FRANCISCO, CA
LOS ANGELES, CA
WILMINGTON, DE
NEW YORK, NY

150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500
TELEPHONE: 415/263 7000
FACSIMILE: 415/263 7010

LOS ANGELES
10100 SANTA MONICA BLVD.
11th FLOOR
LOS ANGELES
CALIFORNIA 90067-4100
TELEPHONE: 310/277 6910
FACSIMILE: 310/201 0760

DELAWARE
919 NORTH MARKET STREET
17th FLOOR
P.O. BOX 8705
WILMINGTON
DELAWARE 19899-8705
(Courier Zip Code 19801)
TELEPHONE: 302/652 4100
FACSIMILE: 302/652 4400

NEW YORK
780 THIRD AVENUE
36th FLOOR
NEW YORK
NEW YORK 10017-2024
TELEPHONE: 212/561 7700
FACSIMILE: 212/561 7777

WEB: www.pszjlaw.com

Debra Grassgreen

October 8, 2009

dgrassgreen@pszjlaw.com

Doyle Heaton
c/o Delco Builders and Developers
3480 Buskirk Avenue, #260
Pleasant Hill, CA 94523

Re: Retention Agreement

Dear Mr. Heaton:

Thank you for retaining Pachulski Stang Ziehl & Jones LLP ("PSZJ" or the "Firm") to serve as counsel to advise and to represent you (the "Client"). This letter will confirm the terms of PSZJ's representation.

1. General Nature of the Representation

PSZJ's legal services will include advising Client with respect to either an out of court restructuring or a bankruptcy case. PSZJ's legal services will not include appearances before any court or agency or advice to Client with respect to disputes involving issues of non-commercial law, or the provision of substantive legal advice outside the restructuring area, unless we agree to represent Client in such matters. In this regard, PSZJ will not provide advice or representation regarding matters of entertainment, taxation, labor, securities, ERISA, probate/estate planning, criminal, or other non-debtor/creditor specialties of the law.

2. Attorneys' Fees

As a condition to accepting this engagement, PSZJ requires a retainer of \$25,000 (the "Retainer") for the out of court restructuring work. If a decision is made to file a chapter 11 bankruptcy case, PSZJ will require that all outstanding fees be paid in advance of the filing together with a Retainer to be agreed upon prior to such a filing.

Wire instructions to our account follow. Please be advised that the Retainer must be paid directly to the Firm, and may not be paid by way of any third party, notwithstanding any financing arrangement or extension of credit that may be made by any third party to Client. The Retainer is not a fixed price for this

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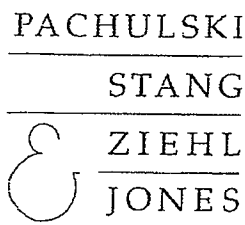
engagement. Client hereby grants PSZJ a security interest in the Retainer paid to it hereunder and will take appropriate steps to perfect PSZJ's interest therein upon the Firm's request.

The Retainer will remain on deposit and will be used to pay the final fees and expenses incurred by PSZJ in this matter.

Subject to payment of the Retainer, PSZJ accepts its proposed employment and agrees to take such steps as are reasonably advisable to achieve Client's goals. Client acknowledges that PSZJ has made no guarantee or promise regarding the results of PSZJ's representation of Client and all expressions relative thereto are PSZJ's opinions only.

At the end of each month, PSZYJW will apply the Retainer to the outstanding bill, and will send bills to Client on a monthly basis. Upon receipt of the monthly bill, Client is to replenish the Retainer. Our fees are computed and billed on a time-expended basis. Client agrees to pay for services rendered at the PSZJ's prevailing hourly rates. A list of our current hourly fees is attached hereto. The Firm will delegate tasks among the attorneys in the most cost-efficient manner possible, taking into account any court or other deadlines that might be involved. The Firm's hourly rates are subject to periodic adjustments to reflect economic and other conditions.

If, as a result of the Firm's involvement with or representation of the Client, the Firm incurs expenses or its personnel spend time relating to any formal or informal production of documents, any written or oral discovery, an arbitration, a court or administrative proceeding, or any interview of or consultation with personnel of the Firm, Client also shall be liable to, and will be billed by, the Firm for expenses incurred and time spent at the regular hourly rates then in effect for involved Firm personnel. Such obligation shall accrue even if such expenses are incurred or time spent after the termination of the Firm's employment by Client unless incurred or spent as part of a successful suit or action by Client against the Firm.



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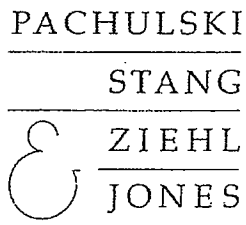
Client agrees to pay for costs incurred in connection with this representation. Although not all of the costs listed will be incurred in this matter, typically costs may include, but are not limited to, expenditures for the following: messenger services, secretarial overtime, computerized legal research, filing fees, court fees, service costs, experts, records procurement, deposition fees/charges, costs of trial, telecopy charges, postage and photocopying.

3. Respective Responsibilities of Attorney and Client

Generally throughout this engagement Client agrees to cooperate fully with PSZJ in connection with our representation of Client by providing PSZJ with information relevant to this engagement. We will keep Client informed of developments as necessary to perform our services and will consult with Client to ensure the timely and efficient completion of our work.

As with every PSZJ engagement, our representation will be conducted in accordance with the highest legal and ethical standards governing the practice of law. Client has the right to terminate our services at any time upon written notice. Client agrees to pay for all services rendered and costs or expenses paid or incurred prior to the date of such termination.

We will also have the right to withdraw from this representation if Client fails to comply with this agreement, if any fact or circumstance arises that would render our continuing representation unlawful or unethical, or for any other reason for which withdrawal is authorized or required under applicable law or rules of professional conduct, including Client's refusal to cooperate with us or to follow our advice on a material matter. In the event of our withdrawal, Client agrees to pay for all services rendered and costs or expenses paid or incurred prior to the date of such withdrawal.



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4. Disclosure of Representations

Based on the information we have received to date, PSZJ is not aware of any current relationship with another party interested in the subject matter of this representation that would constitute a conflict of interest, nor does PSZJ itself have an interest in the subject matter of the representation.

5. Conflicts

Client acknowledges that the Firm has represented, now represents, and will continue to represent numerous clients (which may include, without limitation, Client's or its affiliates' debtors, creditors, and direct competitors) over a wide range of industries and businesses and in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive Client or other clients of the right to select the Firm as their counsel. Thus, as an integral part of the engagement, Client agrees that the Firm may, now or in the future, represent other entities or persons, including in litigation, adversely to Client or any affiliate on matters that are not substantially related to (a) the legal services that the Firm has rendered, is rendering, or in the future will render to Client under the engagement and (b) other legal services that the Firm has rendered, is rendering, or in the future will render to Client or any affiliate (an "Allowed Adverse Representation"). Client also agrees that it will not, for itself or any other entity or person, assert that either (a) the Firm's representation of Client or any affiliate in any past, present, or future matter or (b) the Firm's actual, or possible, possession of confidential information belonging to Client or any affiliate is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any affiliate.

6. Arbitration

CLIENT MAY BE ENTITLED TO ARBITRATE
CERTAIN MATTERS PURSUANT TO CHAPTER 4, ARTICLE
13 OF THE CALIFORNIA BUSINESS AND PROFESSIONS

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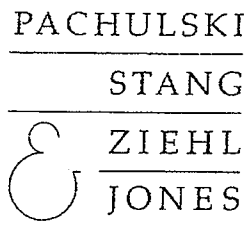
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CODE. OTHERWISE, IF ANY DISPUTE ARISES OUT OF, OR RELATES TO, A CLAIMED BREACH OF THIS AGREEMENT, THE PROFESSIONAL SERVICES RENDERED BY THE FIRM, OR CLIENT'S FAILURE TO PAY FEES FOR PROFESSIONAL SERVICES AND OTHER EXPENSES SPECIFIED, OR ANY OTHER DISAGREEMENT OF ANY NATURE, TYPE OR DESCRIPTION REGARDLESS OF THE FACTS OR THE LEGAL THEORIES WHICH MAY BE INVOLVED, SUCH DISPUTE SHALL BE RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME THE PROCEEDING IS INITIATED. THE HEARINGS SHALL BE HELD IN THE SAN FRANCISCO OFFICES OF THE AMERICAN ARBITRATION ASSOCIATION AND EACH SIDE SHALL BEAR HIS/HER/ITS OWN COSTS AND ATTORNEY FEES. UNDER THIS PROVISION, CLIENT WOULD NOT HAVE THE RIGHT TO, AND IS WAIVING ANY RIGHT TO, A JURY TRIAL IN RESPECT TO A MALPRACTICE CLAIM AGAINST THE FIRM. IF THE CLIENT OR FIRM OPPOSE ARBITRATION BASED ON CAL. CIV. PROC. CODE §1281.2(c) OR ANY LAW OF SIMILAR SUBSTANCE OR EFFECT (*i.e.*, BASED ON THE PENDENCY OF A PROCEEDING INVOLVING A THIRD PARTY THAT COULD RESULT IN CONFLICTING RULING), THE PARTY OPPOSING ARBITRATION HEREUNDER SHALL BE DEEMED TO CONSENT TO A JOINT ARBITRATION HEREUNDER OF SUCH OTHER DISPUTE.

This letter sets forth the terms of the retention agreement between Client and PSZJ. Please acknowledge Client's approval of the terms of this letter agreement by signing and returning a copy of this letter agreement to me.



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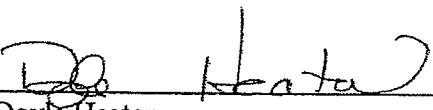
Once again, thank you for selecting Pachulski Stang Ziehl & Jones LLP to serve as your restructuring counsel. We look forward to working with you in this matter. I would be pleased to answer any questions you might have.

Very truly yours,


Debra Grassgreen

cc: Steve Huntley (shuntley@hmsllc.net)
Maxim B. Litvak, Esq.

APPROVED AND ACCEPTED:

By: 
Doyle Heaton